IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF: Luis A. Velázquez Cora Leslie Ann Torres Rodríguez Debtors

REO Properties, Corp. Movant

Luis A. Velázquez Cora Leslie Ann Torres Rodríguez Respondents

ALEJANDRO OLIVERAS RIVERA Respondent & Chapter 13 Trustee CASE NO. 07-05933 (SEK)

CHAPTER 13

MOTION FOR RELIEF FROM STAY PURSUANT 11 USC SECTION 362(d)

TO THE HONORABLE COURT:

NOW COMES MOVANT, Quantum Servicing as Servicing Agent for REO Properties, Inc., ("Movant") your moving party in the within Motion, through the undersigned legal representative and respectfully **STATES** and **PRAYS**:

- 1. The bankruptcy court has jurisdiction of this matter under 28 U.S.C.A. §§ 157 and 1334.
- 2. Venue of this matter is proper in this Court pursuant to 28 U.S.C.A. §§ 1408 and 1409(a).
- 3. This matter is a core proceeding under to 28 U.S.C.A. §157(b)2(G).
- 4. This matter is brought under 11 U.S.C.A. §362(d)(1), (2) and Bankruptcy Rule 4001-1.
- 5. The Movant has the following mailing address: PO Box 2160 Huntington, CT 06484-2160
 - 6. The Debtor's mailing addressed is stated in the bankruptcy petition.
- 7. On 10/11/2007, Debtor filed a voluntary petition under Chapter 13 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Puerto Rico (Docket 1). Pursuant to the provisions of 11 U.S.C.A. §362(a), the filing of Debtor's petition operated as an automatic stay against Movant's rights as a secured Movant to proceed against Debtors and their property. As of this date, the Debtors continue in possession of their property.

- 8. Prior to filing of said petition, on 03/26/2003, Movant and Debtors executed a note ("Note") whereby Movant agreed to lend, and did in fact lend, and Debtors agreed to borrow and pay back the sum of \$25,500.00. A copy of the Note is attached and included as part of this Motion.
- 9. Pursuant to the Promissory Note the Debtors agreed to pay to Movant the above-described sum of \$147,900.00 together with interests at the rate of 6.8750% per annum.
- 10. The Note requires monthly payments of \$1,243.13. The term of the Note is 30 years, and the Note matures on 12/1/2035
- 11. The current monthly mortgage payment of \$1,296.28, which changes as per a variation in the escrow payment amount, is due on the first of every month.
- 12. As security for the Note, the Debtor took a mortgage on real estate, for the same amount, to the same entity and in the same date. Said mortgage is recorded with the Orange County Florida Registry and covers the premises located at 4238 Anthony LN Orlando, Fl 32822. A copy of said mortgage and title search are attached hereto.
 - 13. There is no other collateral securing the obligation.
- 14. Debtor(s) have defaulted in their obligations to Movant in that they failed to make the payment which was due under the Note.
- 15. Since the filing of the bankruptcy petition, Debtor's account has accumulated postpetition arrears as described herein below.
- 16. Movant informs this Honorable Court that for the hearing on this motion an appraiser's testimony will not be necessary.
- 17. According to the debtor's schedules, the property is valued at \$92,500.00. Notwithstanding the above, in the event that the value of said property is contested by the debtor, trustee or interested party, the Movant reserves the right to request access to the property for the purpose of conducting an interior appraisal to more accurately quantify its value. The liquidation value of the property, calculated at such approximate value less \$5,000.00 in estimated foreclosure fees and costs, \$1,400.00 in bankruptcy fees and costs, \$750.00 in estimated eviction fees and costs, \$2,279.50 in

estimated REO closing fees and costs and \$8,874.00 in estimated real estate broker's commissions is \$74,196.50.

- 18. The Post-petition arrearage as to the date of this motion is \$6,481.40 (5 installments @ \$1,296.28 from 05/01/2010 09/01/2010 = <math>\$6,481.40).
- 19. The anticipated post-petition arrearage at the time of hearing on this motion be \$7,777.68 (\$6,481.40 + \$1,296.28 = \$7,777.68).
 - 20. The total post-petition attorney's fees relative to this Motion of Relief are \$600.00.
- 21. Movant argues that considering what is herein above stated, cause exists for granting relief from Stay pursuant to section 362 d(1) and (2), supra.
- 22. Pursuant LBR 4001-1(b) Movant also informs this Honorable Court that the Movant was able to determine whether or not the Debtor is in military service. Attached to these documents is the Servicemember Declaration with the military service Affidavit.
 - 23. The Movant seeks relief from Stay:
 - a. Pursuant to 11 U.S.C. 362(d)(1) for cause on the basis that the debtor has not made all of the required post-petition interest payments, and that the debtor failed to provide the plaintiff with adequate protection and deprives Movant to have its security interest protected as provided by the Bankruptcy court;
 - b. Pursuant to 11 USC 362 (d)(2) on the basis that the debtor has no equity in the subject property and the property is not necessary for effective reorganization;
 - c. The Court waives the ten (10) day stay provided for in Rule 4001(a)(3) and allow relief to enter effective the date the Order is signed.

WHEREFORE, the Movant prays that:

- (i) It, and its successors and/or assigns, be granted relief from the automatic stay for the purpose of exercising its rights under its agreements with the debtor and under applicable law, including, without limitation, taking possession of the mortgaged premises and /or foreclosing or accepting a deed in lieu of foreclosure of its mortgage on said premises, and bringing such actions, including, without limitation, summary process proceedings, as are permissible by law; and
 - (ii) The Court shall order such other and further relief as may be just and proper.

RESPECTFULLY SUBMITTED.

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CERTIFICATE OF SERVICE: I do hereby certify that a copy of the attached Motion for Relief was filed electronically through the CM/ECF system which will send notification to the parties to their registered e-mail addressed and via certified United States Mail, postage fully pre-paid and addressed to: Luis A. Velazquez Cora and Leslie Ann Torres Rodriguez, HC 65 BZN 6360 PATILLAS, PR 00723.

In San Juan, Puerto Rico, this 30th day of September 2010

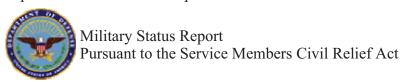
Márquez & Ferrari Law Office, P.S.C.

P.O. Box 988 Aguadilla, PR 00605 Tel.: (787) 891-3670 Fax.: (787) 882-4704

S/CARLA FERRARI-LUGO

S/CARLA FERRARI-LUGC USDC-PR-221804 Department of Defense Manpower Data Center

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< Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
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Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dison

Mary M. Snavely-Dixon, Director Department of Defense - Manpower Data Center 1600 Wilson Blvd., Suite 400 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL http://www.defenselink.mil/faq/pis/PC09SLDR.html. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

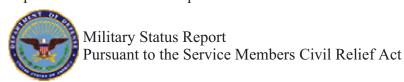
Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided. Report ID:KM8L5SFUP0

Department of Defense Manpower Data Center

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WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided. Report ID:PFPDD5KN83

NAME LA VELAZQUE CONTACT	NAME LUIS A	VELAZ	QUEZ CORA		
PRINCIPAL BALANCE	19,557.36			- RATE CHANGES	3
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HUD	.00	BSC	.00	LIFE	0	TEL 2 787-839-	9754
DEFICIT	.00	TOTAL	307.41	DISB	6	TEL CD	
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BNKC _____ BNKRUPTCY PROOF OF CLM CH 13 INV Q35 <u>06/16/10</u> <u>13:39:16</u> LA VELHZQUE 04/01/09 PMT 307.41 TYPE CONV. RES PATILLAS PR 00723 88 5 STREET -----PRO DA1----CLAIMED ACKNOWLEDGED CONFIRMED CLAIM TOT CONFIRMED TOT PRIN BALANCE 11-30-07 5,137.12 * 5,137.12 22,752.68 REVISED CLAIM MONTH: MM/YY PRE-PETITION CLAIM: Y CLAIM DETAIL OVERRIDE: Y ----- PAYMENTS ----- --- ---- LATE CHARGES ------DUE DATE - DUE DATE TOTAL PD-TO-DT AMOUNT TOTAL NUM AMOUNT 07-01-06 - 10-01-07 307.41 4,918.56 16 13.66 218.56

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USER NOT AUTHORIZED TO ADD FEES TO CLAIM

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BNKRUPTCY PROOF OF CLM CH 13 INV Q35 06/16/10 13:39:10 LA VELAZQUE DUE 04/01/09 PMT 307.41 TYPE CONV. RES PATILLAS PR 00723 88 5 STREET -----PRO DA1----CLAIMED ACKNOWLEDGED CONFIRMED CLAIM TOT CONFIRMED TOT PRIN BALANCE 11-30-07 5,137.12 * 5,137.12 22,752.68 REVISED CLAIM MONTH: MM/YY PRE-PETITION CLAIM: Y CLAIM DETAIL OVERRIDE: Y ----- PAYMENTS ----- --- ---- LATE CHARGES ------DUE DATE - DUE DATE AMOUNT TOTAL NUM AMOUNT TOTAL PD-TO-DT 07-01-06 - 10-01-07 307.41 4,918.56 16 13.66 218.56

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04	4/29/08	307.41	03/01/08	1 POST-PET PMTS/042208/000012288828497
03	3/20/08	307.41	02/01/08	1 POST-PET PMTS/031508/000012288806144
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10/08/09			MOTION FOR RELIEF HEARING	
09/11/09			MOTION FOR RELIEF HEARING	
08/19/09			MOTION FOR RELIEF FILED	
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08/05/09	307.41	03/01/09	1 POST-PETITION PMTS FROM SUSPENSE	
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	04/12/10			EFFECTIVE DATE 04/09/10

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BNK1		A	PR1 <u>B</u>	<u>NK</u> <u>SETUP</u>	A DA1 G	Q35/001	06/16/1	0 13:38:14
LA VEL	.AZQUE	CHAPTE	R 13	04/01/09	TYPE CON	√V. RES.		M:B F:1
88 5 9	TREET	PATILLAS	PR 00723-0	000				GRP
~STAT-				* STATUS	*			
STAT	PROC	CHAP	FILING DT	BANKRUPTCY	CASE #	COUR	T	TEMPLATE
A	DA1	13	101107	07-05933		CTPR	SANJU	13
NOTIC	E	CREDITOR	PF OF C	LM CONFIRM	REPAY	/ STAY	PMTS	ASSET
RECEIV	/ED	MEETING	FILING	HEARING	PER	LIFT	INSIDE	CASE
11300	7	MMDDYY	MMDDYY	MMDDYY	-	Υ	N	Y
TRUST	EE	MTG CO	ATTY DEB	TOR ATTY				
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			ж А	DDITIONAL ME	SSAGES *-			
<u>***</u> L0	AN IS	SUSPENDE	<u>D</u> <u>FORECLOSU</u>	RE <u>***</u> ACTI	<u>VE CH 13</u>	BANKRUPT	CY	
LOAN I	S IN F	ORECLOSU	RE. F/C STO	P = 1 PROC	STOP = E	BANKRU	PTCY	
DISB S	STOP =	6 FORECL	<u>OSURE</u>	320	DAYS PAST	PROJECT	ED LEGAL	DATE
~D	ESC		*	BNK DESCRIPT	IONS *			
BNK S	TATUS	: ACTIVE		RM	VL REAS:			
CH	IAPTER	: 13		RM	VL DATE:			
FOR1 S	STATUS	SUSPEN	D	PR	EPT DUE:	06-01-08		
TEM	IPLATE	: CHAPTE	R 13	PS	TPT DUE:	04-01-10		
MTG CO	ATTY			ви	K SETUP:	03-29-10		
				FI	LING DT:	10-11-07		
PROP	INSP	: SAFEGU	ARD PROPERT	IES,LLC PR	OCESSOR:	DAMON AS	HBROOK	









MORTGAGE NOTE PAGARE HIPOTECARIO

US\$ 75,500.00

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to DORAL MORTGAGE CORPORATION————————————————————————————————————
ore an order, the principal amount of TWENTY FIVE THOUSAND FIVE UNDER IT DOSEARS———————————————————————————————————
(\$25,500.00) DOLLARS, with intereses on the angeld principal befores from the fact of this Now, with mid-said, at the (\$25,500.00) - DOLARBS, con intereses softend balance factors de principal deadels feets de este pagné hasta su pago.
thera cur of the point ninety five
Doral Mortgage Corporation , control offices in San Juan. Puerto Russ, or such other place as the holder may designate in writing Doral Mortgage Corporation on suc-officials controlled on San Juan, Puerto Rico, o or configure two Ligar quit of tenedor do este ——————————————————————————————————
consecutive monthly install ments of Two hundred _seventy . Linear dollars with twenty four cents-pagaréque indique per escrito, en pages mensures consecutives de
(\$273,24), on the first day of each murch beginning the first day of mayor
2003, until the entire indebtodness evidenced hereby is fully paid, except that any round using indebtedness, if no women paid
shall be due and physible on the first day ofapril = first (lat) of 2018
—If any modely installment unfer the Note is not paid whose due and remains copiald after a due specified by a notice to Bozrower.—Si coalquier plaze measure by a vector to Bozrower and coalquier plaze measure by a vector of pagado cuando venza y permanece impogado luego de la fedat especificade en-
the course principal amount materialing and accrued interest thereos shall at once become due and payable
of the colors of the None holder. The date specified shall not be less than thirty days from the date such notice is Versulos y tagadents a opción del tenedor del payord. La fecha especificado no será ar lorida a treinta das a partir de la fecha de envia
mailed. The Note holder may exercise this option to accelerate during any default by Borrower agandless of any prior por corred de dicha multicaculus. Si renedor de este pagare podré eject las esta option de acceleración descente actioner manufalmiente.
forberance. If suit is brought to collect this Note, the Note halder that be each hald to collect in zera proceeding the agreed state
and liquidated amount of ten percent of the original principal amount betsof in
cover costs and expenses of suit, including but not limited to, attendy's fors.————————————————————————————————————
−Borrower shall pay to the Note holder a late charge of fine percent of any monthly installment not received by the————————————————————————————————————
Note holder within fifteen days after the installment is due. Borrower now prepay the principal amount oustanding in whole———— recibido por al conclui de este pagaré dentro de quince días después de la fecha de vencioniento de dicho plazo. El deuver postrá pagar
nn u part. The Note holder may requient that any
partial prepayments (i) he made on the dute monthly installments are due and (ii) be in the amount of that part of one or o extended pages partiales (i) sean technical ending the interval of one or masses
monfuly installments which sould be applicable to principal. Any partial prepayment shall be applied against the principal amount plazos mensuales que seria aplicable a principal. Cualquer pago paccial per automorals será aplicado contra el principal insulsto.

PUERTO RICO (to 4) andly -675 - FYMAFHLMC UNIFORM INSTRUMENT

L- A. N.C

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y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni cambiará el monto de dichos plazosy
unless the Note holder shall otherwise agree in writing.————————————————————————————————————
Presentment, notice of dishonor and protest are hereby waived by all makers, sureties,
guarantors and endorsers hereof. This notice shall be the joint and several obligation of all makers, sureties, guarantors,————————————————————————————————————
and endorsers, and shall be binding upon them and their hereirs, personal representatives, successors and assigns. y endosantes y les obliga así como a sus herederos, representantes personales, sucesores y cesionarios.
Any notice to Borrower povided for in the Note shall be given by mailing such notice by cetified mail addressed to Borrower
at the property address stated below, or to such other address as Borrower may designate by notice to the Note HolderA la dirección de la propiedad que abajo se indica o a cualquier otra dirección que el deudor designe mediante notificación al tenedor
Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the
the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by tenedor de este pagaré a la dirección indicada en el primer párrafo de este pagaré, o a cualquier otra dirección que se haya designado
notice to Borrower. The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith,
on property as indicated in Deed number 66 before the subscribing notary: presente, sobre propiedad según se indica en la escritura número 66 ante el notario suscribiente.
Property Address:
88 5 Street + dut A. Jelap Her Tala
Los Pollos Ward, PR 00723
PATILLAS PR LESLIE ANN VELAZQUEZ CORA
Affidavit Número: 3545 (Execute Original Only) (Otórguese el original únicamente)
Affidavit Número: 3545 (Execute Original Only) (Otórguese el original únicamente) Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in the Mortgage DeedReconocido y suscrito ante mí por los arriba firmantes, de las circunstancias personales que se relacionan en la escritura de hipoteca
(Otórguese el original únicamente) Admonded and subscribed before me by the above signatories, of the personal circumnstances contained in the Mortgage Deed
Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in the Mortgage DeedReconocido y suscrito ante mí por los arriba firmantes, de las circunstancias personales que se relacionan en la escritura de hipoteca

En esta			
primera			
a favor	de Do	oral Mo	ort
gage Co	rporat	ion, 😁	

parte interesada. DOY FE.

Roberts Sof



FIRST MORT	GAGE
PRIMERA HIPOT	
and the second s	
—— In the City of —— En la Ciudad de	
this twenty six (26) day of Mahoy dia veintiseis (26) de marz	rch
of two thousand three (2003)del-año dos mil tres (2003)	
BEFORE ME	
ROBERTO E. DAVILA LOPEZ	, a Notary Publ
in Puerto Rico, with residence in the City of en Puerto Rico con residencia en la Ciudad de	
Puerto Rico.	
Puerto Rico. — — — — — — — — — — — — — — — — — — —	
- APPEAR COMPARECE(N) - The person(s) mentioned in paragraph - La(s) persona(s) mencionada(s) en el pár	SEVENTH harvol (herei
	SEVENTH hereof (herei
— — — — — — — — — — — — — — — — — — —	SEVENTH hereof (herei
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——————————————————————————————————————	SEVENTH hereof (hereirafo SEPTIMO (en adelant de la comparacionale conozco a los comparacionale their ages, civil status dades, estados civiles that they have, and in my an que tienen, y a m capacity to execute this
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——————————————————————————————————————	SEVENTH hereof (hereirafo SEPTIMO (en adelant rafo SEPTIMO (en adelant

(50)

and that Borrower will warrant and defend the title to said y gravámenes y que el Deudor garantizará y defenderá su título a dicha Property against all claims and demands, subject to any declarations. Propiedad contra toda reclamación y demanda, sujeto a cualquier declaración, easements or restrictions listed in a schedule of exceptions to coverage servidumbre o restricción detallada en la lista de excepciones a cubierta in any title insurance policy insuring the interest in the Property en cualquier póliza de seguro de título que asegure el interes en la Propiedad of the Lender mentioned in paragraph EIGHTH hereof (herein del Prestador mencionado en el parrafo OCTAVO de la presente (en adelante "el Prestador").------- SECOND: That Borrower is indebted to Lender in the -- SEGUNDO: Que el Deudor adeuda TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS-principal sum of VEINTICINCO MIL QUINIENTOS DOLARES---suma principal de (\$25,500.00) ---(\$25,500.00)with interest thereon at the rate of nine point ninety fivecon interé, sobre la misma a razón del nueve punto noventa y cincopercent (--%) per annum, which indebtedness is evidenced by a certain por ciento (-- (;) anual, cuya deuda esta evidenciada por un note payable to Lender, or to its order, dated pagaré pagadero al Prestador, o a su orden, fechado veintiseis (26) de----(26) of two thousand three (2003) -marzo del año dos mil tres (2003)--(herein "Note") providing for monthly installments of (en adelante "el Pagaré") en el cual se dispone para el pago de plazos mensuales de principal and interest with the balance of the indebtedness, if not principal e intereses con el balance de la deuda, si no ha sido sooner paid, due and payable on April first (1st) of two---primero de---antes satisfecho, vencedero y pagadero el thousand eighteen (2018)---abril del año dos mil dieciocho (2018) ----- THIRD: To secure to Lender or to the holder by endorsement of - TERCERO: Para garantizar al Prestador o al tenedor por endoso del the note (a) the repayment of the indebtedness evidenced by the Note, Pagaré (a) el pago de la deuda evidenciada por el Pagaré, with interest thereon. (b) the performance of the covenants and el cumplimiento de los pactos y (b) agreements of Borrower herein contained, (c) an amount of ten percent convenios del Deudor aqui contenidos, (c) una suma equivalente al diez por ciento of the original principal amount of the Note to cover costs, expenses and de lo cuantia original del principal del Pagaré para cubrir costas, gastos y

attorney's fees in the event the holder of the Note is required to honorarios de abogado en caso de que el tenedor del Pagaré tenga que foreclose this Mortgage or seek judicial collection, or collection ejecutar esta Hipoteca o recurrir a procedimiento judicial para su cobro, o su cobro in any proceeding in bankruptcy of the Borrower, which amount shall en cualquier procedimiento en quiebra del Deudor, cuya suma será be considered liquid and payable by the sole act of filing the complaint considerada líquida y exigible por el solo acto de la radicación de la demanda and shall be in addition to the principal amount of the Note, (d) an y será en adición al principal del Pagaré, (d) amount of ten percent of the original principal amount of the Note suma equivalente al dicz por ciento de la cuantia original del principal del Pagaré to cover any other advances which may be made under this Mortgage para cubrir cualquier otro anticipo que pueda hacerse bajo esta Hipoteca, and (e) an amount of ten percent of the original principal amount of the y (e) una suma equivalente al diez por ciento de la cuantia original del principal del Note to cover interest in addition to that secured by law, Borrower Pagaré para cubrir intereses en adición a los garantizados por ley, el Deudor does hereby create a voluntary first mortgage on the Property. In the por la presente constituye primera hipoteca voluntaria sobre la Propiedad. En caso event this Mortgage is not recorded at the Registry with the agreed de que esta Hipoteca no sea inscrita en el Registro de la Propiedad con el rank, the same shall constitute a default hereunder entitling rango convenido, ello constituirá un incumplimiento bajo la presente facultando al Lender to the remedies provided in paragraph 18 hereof. — -Prestador a los remedios dispuestos en el parrafo 18 de la presente. — — — — -- FOURTH: Borrower and Lender further convenant and agree -- CUARTO: El Deudor y el Prestador pactan y convienen, además, lo siguiente: ------ 1. Payment of Principal and Interest. Borrower shall promptly pay -- 1. Pago de Principal e Intereses. El Deudor pagará puntualmente when due the principal of and interest on the indebtedness evidenced cuando venzan, el principal e intereses de la deuda evidenciada by the Note, prepayment and late charges as provided in the



Pagaré. -

aplicables o a renuncia escrita del Prestador, el Deudor pagará al Prestador

por el Pagaré, y los cargos por pago anticipado y retardado según dispuesto en el

--- 2. Funds for Taxes and Insurance. Subject to applicable law
 --- 2. Fondos para Contribuciones y Seguros. Sujeto a las disposiciones de ley

or to a written waiver by Lender, Borrower shall pay to Lender

on the day monthly installments of principal and interest are en la fecha en que son pagaderos según el Pagaré los plazos de principal e intereses,

payable under the Note, until the Note is paid in full, a sum hasta que el Pagaré sea satisfecho totalmente, una suma

(herein "Funds") equal to one-twelfth of the yearly taxes (en adelante "los Fondos") equivalente a una duodécima parte de las contribuciones

and assessments which may attain priority over this Mortgage, e impuestos anuales que puedan adquirir prioridad sobre esta Hipoteca,

plus one-twelfth of yearly premium installments of hazard insurance, más una duodécima parte de la prima anual de seguro contra riesgos,

plus one-twelfth of yearly premium installments for más una duodécima parte de la prima anual del

mortgage insurance, if any, all as reasonably estimated iniseguro de hipoteca, si alguno, todos según razonablemente sean estimados ini-

tially and from time to time by Lender on the basis of assess-cialmente y de tiempo en tiempo por el Prestador en base a imposicio-

ments and bills and reasonable estimates thereof. In addition, nes y facturas y estimados razonables de los mismos. Adicionalmente,

if this Mortgage is on a condominium, or any other type of si esta Hipoteca es sobre un condominio o cualquier otra clase de

association wherein property is jointly owned or adminisrégimen mediante el cual la propiedad se posee o adminis-

tered and obligations for maintenance thereon arise in the Borrower,
tra en común y surjan obligaciones para el Deudor

the Borrower, at Lender's option, shall pay to Lender respecto a su mantenimiento, a opción del Prestador, el Deudor pagará al Prestador

at the time herein provided, one-twelfth of the en las fechas aqui dispuestas una duodécima parte de los

annual maintenance charges, and shall immediately pay to Lender cargos anuales de mantenimiento y pagará inmediatamente al Prestador

all special assessments made. The Funds shall be held in an todas las derramas especiales que se impongan. Los Fondos serán depositados en una

institution the deposits or accounts of which are insured by a institución cuyas cuentas o depósitos estén asegurados por una

Federal agency (including Lender if Lender is such an agencia federal (incluyendo el Prestador, si el Prestador es una

institution). Lender shall apply the Funds to pay said institución de este tipo). El Prestador aplicará los Fondos al pago de dichas

taxes, assessments, insurance premiums, maintenance fees, and contribuciones, impuestos, primas de seguro, cargos de mantenimiento y

special assessments. Lender may not charge for so holding and derramas especiales. El Prestador no podrá cobrar por dichos servicios de depósito y

applying the Funds, analyzing said account, or verifying and compiling aplicación de fondos, análisis de cuenta o la verificación y compilación de

said assessments and bills unless Lender pays Borrower interest dichos impuestos y facturas a menos que el Prestador pague al Deudor intereses

on the Funds and applicable law permits Lender to make such a sobre los Fondos y la ley aplicable permita al Prestador cobrar por dichos

charge. Borrower and Lender may agree in writing at the time of servicios. El Deudor y el Prestador podrán acordar por escrito al tiempo de

execution of this Mortgage that interest on the Funds shall be paid to otorgamiento de esta Hipoteca el pago de intereses sobre los Fondos al

Borrower, and unless such agreement is made or applicable law Deudor y, a menos que se haga tal acuerdo o la ley aplicable

requires such interest to be paid. Lender shall not be required to pay requiera el pago de dichos intereses, no se requerirá que el Prestador pague

Borrower any interest or earnings on the Funds. Lender shall give to interes alguno o ingresos at Deudor sobre los Fondos. El Prestador dará al

Borrower, without charge, an annual accounting of the Funds showing Deudor, libre de costo, un estado de cuenta anual de los Fondos indicando

credits and debits to the Funds and the purpose for which each debit débitos y créditos a los Fondos y el propósito para el cual fue hecho cada debito

to the Funds was made. The Funds are pledged as additional security a los Fondos. Los Fondos quedan depositados en prenda como garantía adicional

-- If the amount of the Funds held by Lenger, together with the

future monthly installments of Funds payable prior to the due dates plazos mensuales futuros de Fondos pagaderos antes de la fecha de vencimiento

of taxes, assessments, insurance premiums and maintenance charges, de las contribuciones, impuestos, primas de seguro y cargos de mantenimiento,

shall exceed the amount required to pay said taxes, assessments, exceed de la cantidad necesaria para pagar dichas contribuciones, impuestos,

insurance premiums and maintenance charges as they fall due, such primas de seguro y cargos de mantenimiento según venzan, dicho

excess shall be, at Borrower's option, either promptly repaid to excess será, a opción del Deudor, reembolsado inmediatamente al

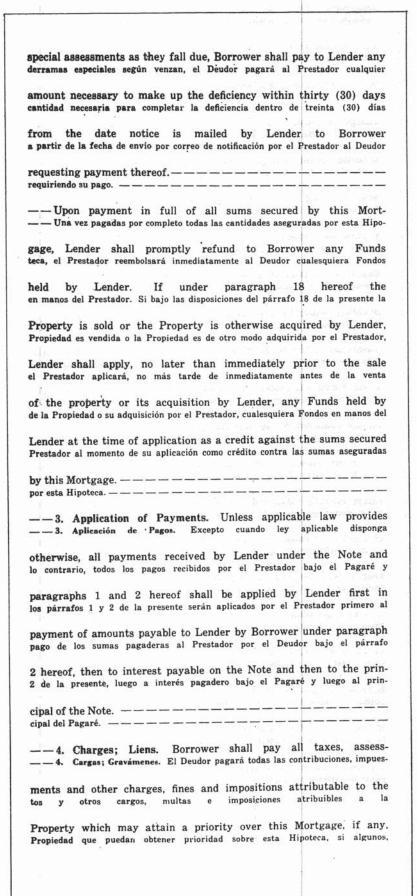
Borrower or credited to Borrower on monthly installments of Funds.

Deudor o acceditado a los plazos mensuales de Fondos del Deudor.

If the amount of the Funds held by Lender shall not be sufficient to Si la cantidad de los Fondos en manos del Prestador no fuere suficiente para

pay taxes, assessments, insurance premiums, maintenance fees and pagar contribuciones, impuestos, primas de seguro, cargos de mantenimiento y





in the manner provided under paragraph 2 hereof or, if not paid in en la forma dispuesta bajo el parrafo 2 de la presente o, si no son pagados en

such manner, by Borrower making payment, when due, directly to the dicha forma, mediante el pago por el Deudor, cuando venzan, directamente al

payee thereof. Borrower shall promptly furnish to Lender all acreedor de los mismos. El Deudor suministrará inmediatamente al Prestador todas

notices of amounts due under this paragraph, and in the event las notificaciones de cantidades vencidas bajo este párrafo, y, en caso de que

Borrower shall make payment directly, Borrower shall promptly furnish el Deudor pague directamente, el Deudor suministrara inmediatamente

to Lender réceipts evidencing such payments. Borrower al Prestador los recibos que evidencien dichos pagos. El Deudor

shall promptly discharge any lien which has priority over this descargará inmediatamente cualquier gravamen que tenga prioridad sobre esta

Mortgage; provided, that Borrower shall not be required to discharge Hipoteca; disponiéndose, que no se requerirá que el Deudor descargue

any such lien so long as Borrower shall agree in writing to the payment cualquiera de dichos gravamenes cuando el Deudor acuerde por escrito pagar

of the obligation secured by such lien in a manner acceptable to la obligación garantizada por dicho gravamen en forma aceptable al

Lender, or shall in good faith contest such lien by, or defend Prestador, o cuando impugne de huena fe dicho gravamen mediante, o defienda contra

enforcement of such lien in, legal proceedings which operate la ejecución de dícho gravamen en, procedimientos legales que produzcan

to prevent the enforcement of the lien or forfeiture of the Property el efecto de evitar la ejecución del gravamen o la pérdida de la Propiedad

or any part there		ELELIS.			957			(Hillips)
o de cualquier parte	de la misma.	V 110		U.		State of	Lab.	100
				1.0	-	1000	- 1 Hall	

5. Hazard Insurance. Borrower shall keep the improvements now
 5. Seguro de Ricagor. El Deudor mantendrá las mejoras ahora

existing or hereafter erected on the Property insured against loss existentes o en adelante eregidas en la Propiedad aseguradas contra pérdida

by fire, hazards included within the term "extended coverage", and por fuego, riesgos incluídos dentro de término "cubierta extensa", y

such other hazards as Lender may require, and in such amounts and tales otros riesgos como el Prestador pueda requerir y en las cantidades y

for such periods as Lender may require; provided, that Lender por los términos que el Prestador pueda requerir; disponiéndose, que el Prestador

shall not require that the amount of such coverage exceed that amount no podrá requerir que el monto de dicha cubierta exceda del monto

of coverage required to pay the sums secured by this Mortgage. — — — de cubierta necesario para pagar las sumas aseguradas por esta Hipoteca. — — —



-- The insurance carrier providing the insurance shall be chosen by ---El asegurador que proporcione el seguro será escogido por Borrower subject to approval by Lender; provided, that such el Deudor sujeto a la aprobación del Prestador; disponiéndose que tal approval shall not be unreasonably withheld. All premiums on aprobación no será denegada irrazonablemente. Todas las primas de insurance policies shall be paid in the manner provided under pólizas de seguro serán pagadas en la forma dispuesta bajo paragraph 2 hereof or, if not paid in such manner, by el párrafo 2 de la presente o, si no pagados en dicha forma, mediante Borrower making payment, when due, directly to the insurance carrier. el pago directo por el Deudor al asegurador a su vencimiento. - All insurance policies and renewals thercof shall be in form accept-- Todas las pólizas de seguro y sus renovaciones serán en forma acepable to Lender and shall include a standard mortgage clause table al Prestador e incluirán la cláusula usual de protección al acreedor hipotecario in favor of and in form acceptable to Lender. Lender shall have the a favor de y en forma aceptable al Prestador. El Prestador tendrá el right to hold the policies and renewals thereof, and Borrower derecho de poseer las pólizas y sus renovaciones y el Deudor shall promptly furnish to Lender all renewal notices and suministrará al Prestador inmediatamente todas las notificaciones de renovación y all receipts of paid premiums. In the event of loss, Borrower shall give todos los recibos de primas pagadas. En caso de pérdida, el Deudor dará prompt notice to the insurance carrier and Lender, and Lender may notificación inmediata al asegurador y al Prestador, y el Prestador podrá make proof of loss if not made promptly by Borrower. ----hacer la prueba de pérdida si el Deudor no lo hace inmediatamente. — — — — — -- Unless Lender and Borrower otherwise agree in writing, -A menos que el Prestador y el Deudor acuerden lo contrario por escrito, insurance proceeds shall be applied to restoration or relas indemnizaciones provenientes de seguros serán aplicadas a la restauración o repair of the Property damaged, provided such restoration or paración de la Propiedad afectada, bajo condición de que dicha restauración o repair is economically feasible and the security of this Mortgage is not reparación sea económicamente factible y la garantia de esta Hipoteca no quede thereby impaired. If such restoration or repair is not economically por ello menoscabada. Si tal restauración o reparación no fuere económicamente feasible or if the security of this Mortgage would be impaired, the factible o si la garantía de esta Hipoteca fuere menoscabada, las insurance proceeds shall be applied to the sums secured indemnizaciones provenientes de seguros serán aplicadas a las sumas garantizadas by this Mortgage, with the excess, if any, paid to Borrower. If the Proppor esta Hipoteca, y el exceso, si alguno, pagado al Deudor. Si la Pro-

erty is abandoned by Borrower or if Borrower fails to respond to Lender piedad es abandonada por el Deudor, o si el Deudor dejare de responder al Prestador

within thirty (30) days from the date notice is mailed dentro de treinta (30) días a partir de la fecha de envío por correo de notificación por

by Lender to Borrower that the insurance carrier offers to settle a claim el Prestador al Deudor de que el asegurador ofrece transigir una reclamación

for insurance benefits, Lender is authorized to collect and apply the de beneficios de seguro, el Prestador queda autorizado a cobrar y aplicar las

insurance proceeds at Lender's option either to restoration or indemnizaciones provenientes de seguro a opción del Prestador a la restauración o

repair of the Property or to the sums secured by this Mortgage. — — reparación de la Propiedad o a las sumas aseguradas por esta Hipoteca. — — —

Unless Lender and B -rower otherwise agree in writing, any
 A menos que el Prestador y Deudor acuerden lo contrario por escrito, cualquier

such application of proceeds to principal shall not extend or posttal aplicación de las indemnizaciones a principal no actuará para extender o pos-

pone the due date of the monthly installments referred to poner la fecha de vencimiento de los plazos mensuales a los cuales se hace referencia

in paragraphs 1 and 2 hereof or change the amount of such installments.

en los parrafos 1 y 2 de la presente o cambiar el monto de dichos plazos.

If under paragraph 18 hereof the Property is acquired by Lender,
 Si bajo el parrafo 18 de la presente la Propiedad es adquirida por el Prestador,

all right, title and interest of Borrower in and to any insurance policies todo derecho, título e interés del Deudor en y sobre cualesquiera pólizas de segurqs

and in and to the proceeds thereof resulting from damage to the y en y sobre los fondos provenientes de las mismas como resultado de daños a la

Property prior to the sale or acquisition shall pass to Lender to the Propiedad anteriores a la venta o adquisición pasarán al Prestador hasta el

extent of the sums secured by this Mortgage immediately prior to such monto de las sumas aseguradas por esta Hipoteca inmediatamente antes de dicha

-- 6. Preservation and Maintenance of Property; Condominiums;
-- 6. Conservación y Mantenimiento de la Propiedad; Condominios;

Planned Unit Developments. Borrower shall keep the Property in good Proyectos de Unidades Planificadas. El Deudor mantendrá la Propiedad en buen

repair and shall not commit waste or permit impairment or deterioration estado de reparación y no permitirá ni causará deterioro o menoscabo

of the Property. If this Mortgage is on a unit in a condominium or a a la Propiedad. Si esta Hipoteca es sobre una unidad en un condominio o un



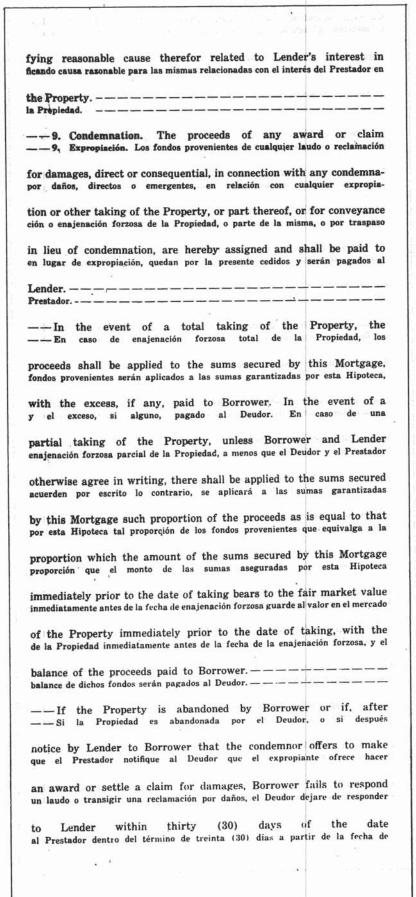
planned unit development, or if Borrower is a member of any other proyecto de unidades planificadas, o si el Deudor es un miembro de cualquier otra type of association wherein property is jointly owned or administered clase de régimen mediante el cual la propiedad se posee o administra en común and obligations for maintenance thereof arise in the Borrower, y surjan obligaciones para el Deudor respecto a su mantenimiento, Borrower shall perform all of Borrower's obligations under the declarael Deudor cumplirá con todas las obligaciones del Deudor bajo la declaration or covenants creating or governing the condominium or o convenios que establecen o gobiernan el condominio o planned unit development, the by-laws and regulations of the condoproyecto de unidades planificadas, las reglas y los reglamentos del condominium or planned unit development, and constituent documents, or minio o proyecto de unidades planificadas y los documentos constituyentes, o arising from Borrower's membership in such association. --que surgen de la condición de miembro del Deudor en dicha asociación. — — — — -- 7. Protection of Lender's Security. If Borrower fails to perform -- 7. Protección de la Garantía del Prestador. Si el Deudor dejare de cumplir the covenants and agreements contained in this Mortgage, or if los pactos y convenios contenidos en este Hipoteca, o si any action or proceeding is commenced which materially affects se comenzare alguna acción o procedimiento que materialmente afecte Lender's interest in the Property, including, but not limited to, el interés del Prestador en la Propiedad, incluyendo, sin implicar limitación, eminent domain, insolvency, enforcement of regulations of the de expropiación, insolvencia, ejecución de reglamentación de la of Puerto Rico or arrangements or Planning Board Junta de Planificación de Puerto Rico o concurso de acreedores o proceedings involving a bankrupt or decedent, then Lender procedimientos relacionados con un quebrado o un causante, el Prestador, at Lender's option, upon notice to Borrower, may make such a opción del Prestador, previa notificación al Deudor, podrá hacer aquellas appearances, disburse such sums and take such action as is necessary comparecencias, desembolsos de dincros y tomar cualquier acción que sea necesaria to protect Lender's interest, including, but not limited to, para proteger el interés del Prestador incluyendo, sin implicar limitación, disbursement of reasonable attorney's fees and entry upon the Property desembolso de honorarios razonables de abogado y entrar a la Propiedad to make repairs. --------- If Lender required mortgage insurance as a condition of making - Si el Prestador requirió seguro hipotecario como condición para hacer

the loan secured by this Mortgage, Borrower shall pay the premiums el préstamo garantizado por esta Hipoteca, el Deudor pagará las primes required to maintain such insurance in effect until such time requeridas para mantener en vigor dicho seguro hasta que expire el término durante as the requirement for such insurance terminates in accordance with el cual debe mantenerse en vigor dicho seguro de acuerdo con Borrower's and Lender's written agreement or applicable law. Borrower el convenio escrito entre el Prestudor y Deudor o la ley aplicable. El Deudor shall pay the amount of all mortgage insurance premiums in the pagará el monto de todas las primas del seguro hipotecario según manner provided under paragraph 2 hereof. -dispuesto en el párrafo 2 de la presente. - --- Any amounts disbursed by Lender pursuant to this — — Cualesquiera sumas desembolsadas por el Prestador bajo las disposiciones de este paragraph 7, with interest thereon, shall become additional indebtedness párrafo 7, con intereses sobre las mismas, serán deuda adicional of Borrower secured by this Mortgage. Unless Borrower and Lender. del Deudor garantizada por esta Hipoteca. A menos que Deudor y Prestador agree to other terms of payment, such amounts shall be payable convengan otros términos de pago, dichas sumas serán pagaderas upon notice from Lender to Borrower requesting payment thereof, inmediatamente que el Prestador notifique al Deudor requiriendo pago de las mismas, and shall bear interest from the date of disbursement at the rate y devengarán intereses a partir de la fecha de desembolso al tipo payable from time to time on outstanding principal under the Note pagadero de tiempo en tiempo sobre el principal adeudado bajo el Pagaré, unless payment of interest at such rate would be contrary to excepto cuando el pago de dicho interés a razón de dicho tipo resulte contrario a applicable law, in which event such amounts shall bear interest at ley aplicable, en cuyo caso dichas sumas devengarán intereses al the highest rate permissible under applicable law. Nothing contained in tipo más alto permisible bajo la ley aplicable. Nada de lo expresado en this paragraph 7 shall require Lender to incur any expense or take este parrafo 7 requerira del Prestador que incurra en ningún gasto o tome any action hereunder. - - - - - - - - acción alguna bajo el mismo. - _ _ _ _ _ _ _ _ _ _ -- 8. Inspection. Lender may make or cause to be made - 8. Inspección. El Prestador podrá hacer o causar que se hagan



reasonable entries upon and inspections of the Property, provided that entradas razonables a, c inspecciones de, la Propiedad, disponiéndose que

Lender shall give Borrower notice prior to any such inspection speciel Prestador dará notificación previa al Deudor de tales inspecciones especi-



such notice is mailed, Lender is authorized to collect and apply envío por correo de dicha notificación, el Prestador queda autorizado a cobrar y aplicar the proceeds at Lender's option either to restoration or repair of the los fondos provenientes, a opción del Prestador, a restaurar o reparar la Property or to the sums secured by this Mortgage. --Propiedad o al pago de las sumas aseguradas por esta Hipoteca. ------- Unless Lender and Borrower otherwise agree in writing, - A menos que el Prestador y el Deudor acuerden lo contrario por escrito, any such application of proceeds to principal shall not extend or postdicha aplicación de fondos a principal no extenderá o pospone the due date of the monthly installments referred to in pondrá la fecha de vencimiento de los plazos mensuales a los cuales se refieren los paragraphs 1 and 2 hereof or change the amount of such installments. parrafos 1 y 2 de la presente, ni cambiará el monto de dichos plazos. -- 10. Borrower Not Released. Extension of the time for payment or - 10. Deudor no queda Relevado. Ni la prórroga de la fecha de pago, ni modification of amortization of the sums secured by this Mortgage la modificación de la amortización de las sumas aseguradas por esta Hipoteca granted by Lender to any successor in interest of Borrower shall not be concedidas por el Prestador a cualquier sucesor en título, constituirá a novation of this Mortgage nor operate to release, in any manner, the una novación de esta Hipoteca ni relevará, en forma alguna, liability of the original Borrower and Borrower's successors in interest. al Deudor original ni a los sucesores en título del Deudor de responsabilidad. Lender shall not be required to commence proceedings against such No se requerirá del Prestador que comience procedimientos contra tal successor or refuse to extend time for payment or otherwise modify sucesor, ni que rehuse extender la fecha de pago o de otra forma modifique amortization of the sums secured by this Mortgage by la amortización de las sumas garantizadas por esta Hipoteca por reason of any demand made by the original Borrower and cualquier exigencia del Deudor original Borrower's successors in interest .-los sucesores del Deudor. - - --- 11. Forbearance by Lender Not a Waiver. - 11. Indulgencia de Morosidad por Prestador no Constituye Renuncia. Cualquier forbearance by Lender in exercising any indulgencia de morosidad concedida por el Prestador en el ejercicio de cualquier



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right or remedy hereunder, or otherwise afforded by applicable law, derecho o remedio bajo la presente, o de otro modo concedida por ley aplicable,

shall not be a waiver of or preclude the exercise of any right or remedy.

no constituirá una renuncia ni impedirá el ejercicio de cualquier derecho o remedio.

The procurement of insurance or the payment of taxes or other liens or La obtención de seguros, o el pago de contribuciones u otra carga o charges by Lender shall not be a waiver of Lender's right to gravamen, por el Prestador no constituirá renuncia del derecho del Prestador a accelerate the maturity of the indebtedness secured by this Mortgage. acelerar el vencimiento de la deuda garantizada por esta Hipoteca. - 12. Remedies Cumulative. All remedies provided in this Mortgage _____12. Remedios Cumulativos. Todos los remedios dispuestos en esta Hipoteca are distinct and cumulative to any other right or remedy under son independientes de, y cumulativos a, cualquier otro derecho o remedio bajo this Mortgage or afforded by law or equity, and may be exercised conesta Hipoteca u ofrecido por ley o equidad, y podrán ser ejercidos concurrently, independently or successively. ---currentemente, independientemente o sucesivamente. - - -——13. Successors and Assigns Bound; Joint and Several Liability; --- 13. Sucesores y Cesionarios Obligados; Responsabilidad Solidaria; Captions. The covenants and agreements herein contained shall bind, Títulos. Los pactos y convenios contenidos en la presente obligarán, and the rights hereunder shall inure to, the respective successors y los derechos concedidos bajo la presente beneficiarán, a los sucesores and assigns of Lender and Borrower, subject to the provisions y cesionarios respectivos del Prestador y del Deudor, sujeto a las disposiciones of paragraph 17 hereof. All covenants and agreements of Borrower del párrafo 17 de la presente. Todos los convenios del Deudor shall be joint and several. The captions and headings of the paragraphs serán solidarios.. Los títulos y epígrafes de los párrafos of this Mortgage are for convenience only and are not to be used de esta Hipoteca son para conveniencia únicamente y no serán usados to interpret or define the provisions hereof. -para interpretar las disposiciones de la presente. - - --14. Notice. Except for any notice required under applicable - 14. Notificación. Excepto por cualquier notificación que la ley aplicable law to be given in another manner, (a) any notice to Borrower provided requiera sea dada de otra manera, (a) toda notificación al Deudor dispuesta for in this Mortgage shall be given by mailing such notice by certified en esta Hipoteca será dada enviando dicha notificación por correo certificado mail addressed to Borrower at the Property Address or at such other cirigida al Deudor a la Dirección de la Propiedad o a cualquier otra address as Borrower may designate by notice to Lender as provided dirección que el Deudor designe por notificación al Prestador según indicado herein, and (b) any notice to Lender shall be given by certified mail, en la presente, y (b) toda notificación al Prestador sera dada por correo certificado

return receipt requested, to Lender's address stated herein or to such con acuse de recibo a la Dirección del Prestador indicada en la presente o a cualquier
other address as Lender may designate by notice to Borrower as otra dirección que el Prestador designe por notificación al Daudor según
provided herein. Any notice provided for in this Mortgage indicado en la presente. Se considerará dada cualquier notificación al Prestador
shall be deemed to have been given to Borrower or Lender when given o al Deudor si se da
in the manner designated herein. — — — — — — — — — — en la manera dispuesta en la presente. — — — — — — — — — — — — — — — — — — —
- 15. Uniform Mortgage; Governing Law; Severability. This form of - 15. Hipoteca Uniforme: Ley que Rige; Separabilidad. Esta forma de
mortgage was developed from mortgage instruments prepared for hipoteca fue desarrollada a base de instrumentos hipotecarios preparados para
use throughout the United States of America with limited variations uso a través de los Estados Unidos de América con cambios limitados
by jurisdiction to constitute a uniform security instrument por jurisdicción con el propósito de constituir un instrumento uniforme de garantía
covering real property. This Mortgage shall be governed by the law of inmobiliaria. Esta Hipoteca será regida por la loy de
the jurisdiction in which the Property is located. In the event that any la jurisdicción en la cual esté localizada la Propiedad. En caso de que cualquier
provision or clause of this Mortgage or the Note conflicts with disposición o clausula de esta Hipoteca o del Pagaré conflija con
applicable law, such conflict shall not affect other provisions of this la ley aplicable, dicho conflicto no afectará otras disposiciones de esta
Mortgage or the Note which can be given effect without the Hipoteca o del Pagaré a las cuales pueda darse efecto sin la
conflicting provision, and to this end the provisions of the Mortgage disposición conflictiva y, a tal fin, las disposiciones de esta Hipoteca
and the Note are declared to be severable. — y del Pagaré son declaradas separables. —
 — 16. Borrower's Copy. Borrower shall be furnished a conformed copy — 16. Copia del Deudor. El Deudor será suplido con una copia concordante
of the Note and of this Mortgage within seven (7) days of the date of del Pagaré y de esta Hipoteca dentro de siete (7) dias a partir de la fecha del
execution hereof. — — — — — — — — — — — — — otorgamiento de la presente. — — — — — — — — — — — — — — — — — — —
17. Transfer of the Property; Assumption. If all or any part of the 17. Transferencia de Propiedad; Asunción. Si toda o parte de la



Property or an interest therein is sold or transferred by Borrower Propiedad, o un interes en la misma, es vendido o transferido por el Deudor

without Lender's prior written consent, excluding (a) the creation sin el consentimiento previo por escrito del Prestador, excluyendo (a) la creación

of a lien or encumbrance subordinate to this Mortgage, (b) the creade una carga o gravamen subordinada a esta Hipoteca, (b) la creade

tion of a purchase money security interest for household appliances, ción de una garantía del precio de compraventa de enseres del hogar,

(c) a transfer by devise or descent or (d) the grant of any (c) una transferencia por legado o herencia, o (d) la concesión de un

leasehold interest of three years or less not containing an option derecho de arrendamiento de tres años o menos que no contenga una opción

to purchase, Lender may, at Lender's option, declare all the sums de compra, el Prestador podrá, a opción del Prestador, declarar todas las sumas

secured by this Mortgage to be immediately due and payable. Lender aseguradas por esta Hipoteca inmediatamente vencidas y pagaderas. El Prestador

shall have waived such option to accelerate if, prior to the sale or habrá renunciado tal derecho de aceleración si, antes de la venta o

transfer, Lender and the person to whom the Property is to be sold transferencia, el Prestador y la persona a quien la Propiedad ha de ser vendida

or transferred reach agreement in writing that the credit of such o transferida llegan a un acuerdo por escrito a efectos de que el crédito de dicha

person is satisfactory to Lender and that the interest payable on persona es satisfactorio al Prestador y de que el interés pagadero

the sums secured by this Mortgage shall be at such rate as sobre las sumas aseguradas por esta Hipoteca será el tipo que

Lender shall request. The waiver of the option to accelerate requiera el Prestador. La renuncia por el Prestador a la opción de aceleración

provided in this paragraph 17 by Lender shall not be interpreted as a dispuesta en este párrafo 17 no será interpretada como un

release from Borrower's obligations under this Mortgage and the Note. relevo de las obligaciones del Deudor bajo esta Hipoteca y el Pagaré.

If Lender exercises such option to accelerate, Lender
 Si el Prestador ejerce dicha opción de aceleración, el Prestador

shall mail Borrower notice of acceleration in accordance with enviará por correo al Deudor notificación de acceleración de acuerdo con

paragraph 14 hereof. Such notice shall provide a pelas disposiciones del parrafo 14 de la presente. Dicha notificación concedera un pelas disposiciones del parrafo 14 de la presente.

riod of not less than thirty (30) days from the date riodo de no menos de treinta (30) dias a partir de la fecha de

the notice is mailed within which Borrower may pay the sums envio por correo de la notificación durante el cual el Deudor podrá pagar las sumas

declared due. If Borrower fails to pay such sums prior to the declaradas vencidas. Si el Deudor dejare de pagar dichas sumas antes de la

demand on Borrower, invoke any remedies permitted requerimiento adicional al Prestador, invocar cualquiera de los remedios permitidos by paragraph 18 hereof.

expiration of such period, Lender may, without further notice or

18. Acceleration; Remedies. Except as provided in paragraph 17
 18. Acceleración; Remedios. Excepto según se dispone en el parago 17

hereof, upon Borrower's breach of any covenant or agreement of de la presente, al incumplir el Deudor cualquiera de los pactos o convenios del

Borrower in this Mortgage, including the covenants to pay when due any Deudor en esta Hipoteca, incluyendo los pactos de pagar a su vencimiento las

sums secured by this Mortgage, Lender prior to acceleration sumas garantizadas por esta Hipoteca, el Prestador, antes de acelerar su vencimiento.

shall mail notice to Borrower as provided in paragraph 14 caviará por correo notificación al Deudor, según dispuesto en el párrafo 14

hereof specifying: (1) the breach; (2) the action rede la presente, especificando lo siguiente: (1) el incumplimiento; (2) la acción re-

quired to cure such breach; (3) a date, not less querida para subsanar dicho incumplimiento; (3) la fecha límite, que no será anterior

than thirty (30) days from the date the notice is mailed to Bora treinta (30) dias a partir de la fecha de envío por correo de la notificación al Deu-

rower, by which such breach must be cured; and (4) dor, antes de la cual dicho incumplimiento deberá ser subsanado; y (4)

that failure to cure such breach on or before the date una indicación de que dejar de subsanar dicho incumplimiento en o antes de la fecha

specified in the notice may result in acceleration limite especificada en la notificación podrá resultar en la aceleración del vencimiento

of the sums secured by this Mortgage, foreclosure by judicial proceeding de las sumas garantizadas por esta Hipoteca, ejecución por la vía judicial

and sale of the Property. The notice shall further inform Borrower of the y la venta de la Propiedad. La notificación informará al Deudor, además, de su

right to reinstate after acceleration and the right to assert derecho a rehabilitación con posterioridad a la aceleración y de su derecho a asseverar

the non-existence of a default or any other defense of Borrower to la inexistencia de incumplimiento o cualquier otra defensa del Deudor a la

acceleration and foreclosure in the foreclosure proceeding. If the breach aceleración o ejecución en cualquier procedimiento de ejecución. Si el incumplimiento

is not cured on or before the date specified in the notice, no es subsanado en o antes de la fecha limite especificada en la notificación,

Lender at Lender's option may declare all of the sums secured by el Prestador, a opción del Prestador, podrá declarar todas las sumas garantizadas por



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this Mortgage to be immediately due and payable without esta Hipoteca inmediatamente vencidas y pagaderas sin necesidad de

further demand and may foreclose this Mortgage by judicial proceeding. requerimiento adicional y podrá ejecutar esta Hipoteca por la vía judicial.

Lender shall be entitled to collect in such proceeding all expenses of El Prestador tendrá derecho a cobrar en dicho procedimiento todos los gastos de

foreclosure, including, but not limited to, attorney's fees, and costs of ejecución, incluyendo, sin implicar limitación, honorarios de abogado, y el costo de

documentary evidence, abstracts and title reports.

——19. Borrower's Right to Reinstate. Notwithstanding
——19. Derecho de Rehabilitación del Deudor. No empece

Lender's acceleration of the sums secured by this Mortgage, la aceleración por el Prestador de las sumas garantizadas por esta Hipoteca,

Borrower shall have the right to have any proceedings begun by el Deudor tendrá derecho de paralizar cualquier procedimiento comenzado por

Lender to enforce this Mortgage discontinued at any time prior to el Prestador para ejecutar esta Hipoteca en cualquier momento antes de

entry of a judgement enforcing this Mortgage if: (a) Borrower pays que se dicte sentencia ejecutando esta Hipoteca si: (a) el Deudor paga

Lender all sums which would be then due under this Mortgage and al Prestador todas las sumas que estuvieren vencidas bajo esta Hipoteca y

the Note including advances, if any, had no acceleration occurred; el Pagaré incluyendo adelantos, si algunos, de no haber ocurrido la aceleración;

(b) Borrower cures all breaches of any other covenants or (b) el Deudor subsana todos los incumplimientos de cualesquiera otros pactos o

agreements of Borrower contained in this Mortgage; (c) Borrower pays convenios del Deudor contenidos en esta Hipoteca; (c) el Deudor paga

all reasonable expenses incurred by Lender in enforcing the covenants todas los gastos razonables incurridos por el Prestador en la ejecución de los pactos

and agreements of Borrower contained in this Mortgage and in enforcing y convenios del Deudor contenidos en esta Hipoteca y en la ejecución

Lender's remedies as provided in paragraph 18 hereof, including, de los remedios del Prestador dispuestos en el parrafo 18 de la presente, incluyendo,

but not limited to, attorney's fees; and (d) Borrower takes such action sin implicar limitación, honorarios de abogado; y (d) el Deudor toma aquella acción

as Lender may reasonably require to assure that the lien of que el Prestador pueda razonablemente requerir para asegurar que el gravamen de

this Mortgage, Lender's interest in the Property and Borrower's obligation esta Hipoteca, el interés del Prestador en la Propiedad y la obligación del Deudor

to pay the sums secured by this Mortgage shall continue de pagar la sumas garantizadas por esta Hipoteca continuarán inalteradas

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unimpaired. Upon such payment and cure by Borrower, this Mortgage and theadversamente. Al haer el Deudor dicho pago y subsanar dicho incumplimiento, esta
obligations secured hereby shall remain in full force and effect as if no
acceleration had occurred.
vigor como si no hubiera ocurrido aceleración
 -20- Assignment of Rents; Appointment of Receiver. As additional security -20. Cesión de Renta: Designación de Síndico: Como garantía adicional,
hereunder, Borrower hereb assigns to Lender the rents of te Property, provided that el deudor por la presente cede al Prestador las rentas de la Propiedad, disponiéndose qu
Borrower shall, proior to acceleration under paragraph 18hereof or abandonment———el deudor, antes de aceleración de vencimiento bajo el párrafo 18 de la prsente o abando
of the Property, have the right to collect and retain such rents as they become due and- de la propiedad tendrá el derecho de cobrar y retener dichas rentas según venzan y sean
payable
pagaderas,
Upon acceleration under paragraph 18 hereof or abandonment of the Property,
Lender shall be entitled to have a receiver appointed by a court to enter upon, takeel Prestador tendrá derecho a que se designe por un tribunal o un síndico que entre, tome
possession of and manage the Property and to collect the rents of the Property, including possesion de y administre la Propiedad y que cobre las rentas de la Propiedad, incluyendo
those past due. All rents collected b the receiver shall be applied first to payment of the- las anteriormente vencidas. Todas las rentas cobradas por el síndico serán aplicadas primer
cost of management of the Property and collection of rents, including, but not limited to- al pago de los gastos de administración de la Propiedad y del cobro de las rentas, incluyend
receivers fees, premiums on receivers bonds and attorneys fees, and then to the sumssin que implique limitación, a los honorarios del síndico, primas de la finaza del síndico y
secured by this Mortgage, The annual to the secured by this Mortgage, The secured by the secured
nonotatios de abogado y luego a las sumas garantizadas por esta IV
liable to account only for those rents actually received.
responsable de rendir cuentas unicamente respecto a las rentas realmente recibidas
a las rentas realmente recibidas
21. Release. Upon payment of all sums secured vby this Mortgage, Lender shall release21- Descargo: Una vez pagadas todas las sumas garantizadas por esta Hipoteca, el Pres-
and cancel this Mortgage at Borrower's expense, or, at Borrower's option, endorsetador liberará y cancelará esta hipoteca por cuenta del Deudor, o, a opción del Deudor,
the Note "for cancellation only" with a st
endosará el pagaré "para su cancelación únicamente" sin cargo alguno al Deudor
and the second s
THE RESIDENCE THE RESIDENCE TO SERVE OF THE PROPERTY OF THE PR



FIFTH: The Property:		ruger parasi 1 Maria 1944
QUINTO. LA PROPIEDAD:		
The description of the mortgaged property is:	- 10 fielder - 17 - 201 20-	
RUSTICA: Parcela marcada con el número en el plano de parcelación de la comunidal Barrio Pollos del término municipal una cabida superficial de CUATROCIENTOS CERO TRES METROS CUADRADOS (418.03). Norte, con la parcela número noventa y ta y siete (87) de la comunidad, por el la número ochenta y nueve (89) de la comunidad, por el la número cinco (5) de la comunidad, ypor parcelas números ochenta y nueve (89) y (91) de la comunidad.	dad Rural de Patill DIECIOCH In lindes dos (92) y Sur, con munidad, p siete (87) el Oeste,	Polios II- as, con 10 PUNTO por el la ochen- la parce- or el y la calle con las
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together with all the structures, improvements now or here junto con todas las estructuras,mejoras actuales o futuras e	n,la propiedad-	
and all easements, rights, appurtenances and rents, and all y todas las serivudmbres, derechos, pertenencias y rentas y	fixtures now ar todos los mue	nd hereafter bles actualmen-
attached to the Property, all of which, including replaceme te o en el futuro adheridos a la propiedad, todos los cuales	nts and additio	s que ios
thereto shall be deemed to be and remain a part of the Propreemplacen o se le añadan en el futuro, serán considerados	como parte de	la Propiedad
Mortgage,cubierta por esta Hipoteca		
The property is recorded at	lel tomo ci siete mil	ento setenta- novecientos
Adquirieron los deudores hipotecarios l descrita según Gertificación suscrita febrero del año mil novecientos novent inscripción primera.	a propieda con fecha a (1990),	d antes d dos (2) de
Dicha propiedad se encuentra afecta a E de pagaré suscrito a favor de Doral Mo por la suma de VEINTE MIL DOLARES (\$20, ción segunda yúltima, la cual será s el producto de la obligación inhipotecan	ortgage Cor 000.00), s saldada y c	egún inscrip- ancelada con-

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19/4/9	
SIXTE	: Value of the Property
-SEXTO	i: Value of the Property. : Valor de la propiedad
Pursuan	t to the provisions of Act Sixty Nine
-En cum	plimiento de las disposiciones de la ley número sesenta y nueve
proved h	y the Legislative Assembly of Puerto Rico, on the second day
probada	por la legislatura de Puerto Rico, el dos
	gust Nineteen Hundred and thirty-one, amending ar
e agos	to de mil novecientos treinta y uno, enmendatoria del artí
ne hun	dred twenty seven of the Mortgage Law of Puerto Rico.
úmero	ciento veintisiete de la Ley Hipotecaria de Puerto Rico,
	- 1967、沙美尼亚美洲的大学的大学和特殊的一个大学的一个大学的
roperty r	as a value of TWENTY FIVE THOUSAND FIVE HUNDRED DOL tiene un valor de VEITNICINCO MIL QUINIENTOS DOLARES—
ropicuau	delle dii valor de: VETINICINGO MIL QUINIENIUS DOLARES
\$25,50	0.00)
\$25,50	value shall serve as the lowest hid at the first quotien
nd his	valor somiré some se de la lite me met auction
	otoria inimina chi la priniera subasta
e event o	f foreclosure proceedings
isos de p	ocedimiento de ejecución
SEVENT	H: Appearing Parties ("Borrower")
SEPTIM	O: Comparecientes ("Deudor")
	S AT FONSO VELAZOUEZ CORA Seguro social número
	7 DOÑA LEGITE ANN TORRES RODRIGUEZ, seguro
	mayores de edad, casados entre-
ı, pro	pietarios, vecinos de Patillas, Puerto Rico
DRAL M	ORTGAGE CORPORATION, una corporación organizada y existente ba
leyes de	Estado Libre Asociado de Puerto Rico, con oficina principal de Magazia-
Pledras	Puerto Rico, con seguro social patronal nún por Miguel Antonio Fuentes Ri
ecte acto	
este acto	al número , mayor de edad, casado



773	
FIGURE I and The leader in D. 134 C.	
EIGHTY: Lender. The lender is Doral Mortgage CorporationOCTAVO: El prestador es Doral Mortgage Corporation	
and the Lenders address is 65th Infantería Avenue, Río Piedras, P	uerto Rico
y la dirección del prestador es Avenida 65 Infantería 356, Río Pie	dras, Puerto Rico
NINTH: Waiver of Homestead Rights	
NOVENO: Renuncia de Hogar seguro	
Borrower hereby waives, in favor of the Lender, to the fullest ex	ctent allowed by law,
El Deudor por la presente renuncia a favor del prestador, hasta el	límite permitido por ley
all homestead and similar rights confered upon Borrower by any	law including without
todos sus derechos similares conferidos al deudor por cualquier le	ev includendo sin
limitation, the provisions of the Puerto Rico Right of Homestead	(31
implicar limitación, las disposiciones sobre Derecho de Hogar seg	guro de Puerto Rico (31
L.P.R.A. 1851-1857)	
L.P.R.A 1851-1857)	
TENTH: Property Adress: the Property Address shall be the add	
DECIMO: Dirección de la Propiead. La Dirección de la Propie	dad será la dirección
stated in the Note as the Property Address	
indicada en el Pagaré como Dirección de la Propiedad	grante alphabita
ACCEPTANCE	
ACEPTACION	
THE appearing parties accept this Deed in its entirety and I, the	Notary made to the
Los comparecientes aceptan esta escritura en su totalidad y yo,	
appearing parties the necessary legal warnings concerning the exe	
comparecientes las advertencias legales pertinentes relativas a su	otorgamiento
I, the Notary, advised the appearing parties as to their right to have	e witnesses
Yo, el Notario advertí a las partes compraecientes de su derecho d	
present at this execution, which right they waived. The appearing	g parties having read
presentes a este otorgamiento, a cuyo derecho renunciaron. Habie	endo los comparecientes
this Deed in its entirety, fully ratify and confirm the statements co	ontained
leído la escritura en su totalidad, la ratifican totalmente y confirm	
	rapidys as
herein as the true and exact embodiment of their stipulations, tern contenidas en la misma reflejan fiel y exactamente sus estipulacio	
contenidas en la misma terrejan nei y exactamente sus estipulació	nies, terminos y
Whereupon the appearing parties signed this Deed, before me, the	Notary, and signed
condiciones. En cuya virtud los comparecientes firman esta escrit	
their initials on	
y firmar sus iniciales en	
,	
	<u>.</u>
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	13: G. 255witz 4
in the second second	
	210 10 10 10 10 10 10 10 10 10 10 10 10 1

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١	
١	each and every page of this Deed
ı	todas y cada una de las página de esta escritura.
ı	a i i i i i i i i i i i i i i i i i i i
I	The Notary states that he has advised the appearing party(ies)
I	El notario autorizante hace constar el haber advertido a los comparecientes
I	El notario autorizante nace constal el nacel advertido a los comparecientes
	that, if the property object of this deed is subject to any mortgage liens with
	que de estar la propiedad objeta de esta escritura evicta e elec-
	que, de estar la propiedad objeto de esta escritura sujeta a algún gravamen
	priority over this mortgage, according to the agreement with the financing
	hipotecario con prioridad a la hipoteca constituída mediante esta escritura,
I	
l	institution and the requirement of the Regulation
ı	según lo acordado con la institución financiera y requerido por el Reglamento
ı	
ı	number 5337 approved by the Office of the Commissioner for
ı	Registro numero 5337 promulgado por la Oficina del Comisionado de
ı	
١	Financial Institutions, the financing institution must retain from the
	Instituciones Financieras, la institución financiera debera retener de los
	· · · · · · · · · · · · · · · · · · ·
	funds generated by this mortgage loan a balance sufficient to pay
	fondos generados por el préstamo garantizado por esta hipoteca un balance
	and cancel said lien(s); that there is(are) a (some) check(s) which said
	suficiente para saldar y cancelar dicho(s) gravamen(es), que existe(n)
	Regulation number 5337 requires the financing institution to remit to said
	un(os) cheque(s) el(los) cual(es) dicho Reglamento numero 5337 requiere
	creditor(s) in order to obtain the cancellation of said (lien)(s). although there
	que la institución financiera remita al (los) acreedor(es) correspondiente(s)
	is no guaranty that this will be done, that the owner of the
	para la cancelación de tal(es) gravámen(es), aunque esto no constituye una
	property being mortgaged pursuant to this deed has the rightto require
	garantía absoluta de que ello así será hecho; que el dueño de la propiedad
	that such lien(s) be cancelled concurrently with this financing,
	hipotecada mediante esta escritura tiene el derecho a exigir que tal(es)
	그 그 점점 하고 있는데 하는데 하는데 하는데 하는데 하는데 그 사람들이 되었다면 하는데
	and that if said owner voluntarily waives such right the appearing parties
	gravamen(es) sean(n) cancelado(s) en el mismo acto de este financiamiento,
	() and institute actorized the cite infanciamiento,
	have been advised and aware of the risks and consequences
	y que de reunciar voluntariamente a este derecho el (los) comparecientes
	residente a este defectio el (los) comparecientes
	if such lien(s) are not cancelled, and that-
	queda(n) advertido(s) y está (n) conciente(s) de los riesgos y consecuencías
	under the provisions of the Truth in lending Act,
	de que dicho(s) gravamen(es) no sea(n) cancelado(s), y que bajo las
	in such cases as thesedisposicioned del Tth & I II
	disposiciones del Truth & Lending Act, en los casos en que estas
	provisions are applicable, the financing institution has no obligation to
	disposiciones sean aplicables, la institución financiera no tiene obligación de
	disburse any of the proceeds of the loan secured by this mortgage untildesembols at todo pi porte del proceeds
	desembolsar todo ni parte del préstamo garantizado por esta hipoteca hasta
	in the appropriate cases, the mortgagee shall walve such right to
	que, en los casos apropiados, el deudor hipotecario renuncia al derecho de
	* * * * * * * * * * * * * * * * * * *



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rescind or until the period allowed for such recission has expired.
rescindir o hasta haber transucrrido el periodo durante el cual él tiene
These warnings having been made, the appearing party(ies)
el derecho de rescindir el préstamo. Hechas estas advertencias, el (los)
have waived the right to require that said lien(s) be cancelled
compareciente(s) ha(n) renunciado al derecho de exigir que tal(es) gravámen-
concurrently with this act
(s) sea(n) cancelado(s) en este mismo acto
I, the Notary, do hereby certify as to every thing stated or
Yo, el Notario, por la presente certifico que de todo lo declarado y
contained in this instrument.
contenido en este instrumento
At the moment of signing this Deed, I, the Notary, hereby do certify
Al momento de firmarse esta escritura, yo, el Notario certifico
that I personally known Miguel Antonio Fuentes Riveraque conozco personalmente a Miguel Antonio Fuentes Rivera
and that I do not personally know the mortgagors,
y por no conocer personalmente a los deudores hipotecarios,
and there is no attesting witness available to identify the mortgagors, and the notar el notario da fe de la identidad de la parte compareciente
here by gives faith of the identity of the mortgagors by the suppletory means por el medio supletorio descrito en el artículo diecisiete C
described in Article seventeen C (17-C) of the Notarial Law in force: (17-C) de la Ley Notarial vigente:
a Luis Alfonso Velázquez Cora mediante licencia de conduc
numero
y a Leslie Ann Torres Rodríguez mediante licencia de
conducir núme
documentos que contienen retrato y firma respectivamente, los cuales fueros mostrados voluntariamente.
YO, EL NOTARIO, REPITO LA FE.
dui Allonso Lehin, Dans
Justice Pour Carres & Mission
Mada Redugite
ATTIMINA
Will to
Thereby certify that the document upon which
this certificate is affixed is a true simple copy of
the original document of the aretard and of the
certified copy Pyer ty
registration. Labour 1
NOTARY PUBLIC



BOX

ESTUDIO DE TITULO

: ABLITT LAW OFFICES, P.C. <u>A</u>

CASO : LUIS ALFONSO VELAZQUEZ CORA

FINCA : No. 7,924, inscrita al Folio 104, del Tomo 178 de Patillas

Registro de la Propiedad, Sección de Guayama

<u>Descripción</u>: **RUSTICA**: Parcela marcada con el **No. 88** del Plano de parcelación de la Comunidad Rural Pollos II del Barrio Pollos del término Municipal de Patillas, con una 92 y 87 de la comunidad; por el **SUR**, con parcela 89 de la comunidad; por el **ESTE**, con parcela 87 y Calle # 5 de la comunidad v por el **OESTE** comunidad.

Tracto Registral: Se segrega de la finca # 6,990, inscrita al folio 266 del tomo 156 de Patillas.

<u>Dominio:</u> Consta inscrita a favor de **LUIS ALFONSO VELAZQUEZ CORA** y su esposa LESLIE ANN TORRES RODRIGUEZ, quienes adquieren por segregación y compra venta al Estado Libre Asociado de Puerto Rico, por el precio de \$1.00; mediante Certificación dada en San Juan el 2 de febrero de 1990, por Angel David Dávila, Director Ejecutivo del Area de Desarrollo Social, Departamento de la Vivienda; inscrita al Folio 104 del Tomo 178, finca # 7,924 de Patillas, inscripción primera.

Gravámenes:

Por su procedencia: se encuentra libre de cargas.

Por si:

1. Hipoteca en garantía de un pagaré a favor de Doral Mortgage Corporation, o a su orden, por la suma de \$25,500.00, intereses al 9.95 % anual, vencedera el 1 de abril de 2018; constituida mediante escritura # 66, otorgada en Guayama el 26 de marzo de 2003, ante el notario Roberto E. Dávila López; inscrita al Folio 215 del Tomo 219, finca # 7,924 de Patillas, inscripción tercera.

Revisados: Registros Embargos Estatales, Sentencias, Contribuciones Federales y Bitácora electrónica, se refiere al día de la fecha, antes de la apertura del libro de diario. 19 de enero de 2010.

Migdalia Vega García Investigadora de Títulos

Nota: no somos responsables de los errores u omisiones del sistema de bitácora electrónica

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF: Luis A. Velázquez Cora Leslie Ann Torres Rodríguez Debtors

REO Properties, Corp. Movant

Luis A. Velázquez Cora Leslie Ann Torres Rodríguez Respondents

ALEJANDRO OLIVERAS RIVERA Respondent & Chapter 13 Trustee CASE NO. 07-05933 (SEK)

CHAPTER 13

AFFIDAVIT UNDER PENALTY OF PERJURY ON BEHALF OF MOVANT

I, Gloria Valldejuli Soto, of legal age, married and resident of Carolina, Puerto Rico, as authorized representative of ALO Corporation f/k/a Ablitt Caruolo Acosta & Ramos, Corp., third party claims administrator for Movant, declare under penalty of perjury that as per all the documents referred to our firm for the administration of this claim and all information provided to us by Movant:

- Movant is the legal entity currently with all the rights in and to the mortgage note and mortgage described in the "MOTION FOR RELIEF FROM STAY IN ACCORDANCE TO 11 USC SECTION 362(d)" filed before this Honorable Court.
- Movant has acquired the original mortgage note legally and after certain endorsements or transfers initiated by the original payee named in such mortgage note.
 - All of the above is true and correct to the best of my knowledge.
 In San Juan, Puerto Rico, this 30th day of September, 2010.

Gloria Valldeiuli Soto